

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
EASTERN DIVISION

GARY MOORE

PLAINTIFF

VS.

CIVIL ACTION NO. 2:18-cv-191-KS-MTP

CITY OF LAUREL TAX AND INSPECTION  
DEPARTMENT AND SKL INVESTMENT  
INC. EDGEWOOD LLC

DEFENDANTS

ORDER

THIS CAUSE IS BEFORE THE COURT on Plaintiff's Motion for Leave to Proceed in forma pauperis [2], Magistrate Judge Michael T. Parker's Report and Recommendation [4], and subsequent Motion to proceed in forma pauperis [5] filed by Plaintiff, Gary Moore. The Court considering same and the record herein finds as follows to wit:

That the second Motion [5] for leave to proceed in forma pauperis by Gary Moore should be granted and the Court finds that his Complaint should be accepted and be allowed to proceed in forma pauperis; and

That pursuant to 28 U.S.C. §1915 the Court is required to consider whether the Complaint should be dismissed as frivolous pursuant to 28 U.S.C. §1915(d). The Court has reviewed the Complaint and finds as follows:

a. That diversity jurisdiction does not exist in that Plaintiff Gary Moore lists his address as 1608 South 11th Avenue, Laurel, Jones County, Mississippi, and the Defendants City of Laurel and Edgewood LLC have their addresses listed respectively as 501 North Avenue in

Laurel, Jones County, Mississippi, and P.O. Box 7. Lauderdale, Mississippi 39335. Therefore diversity jurisdiction does not exist.

In his Complaint Moore states that he has federal question jurisdiction but lists no specific statutes, treaties or other provisions of the Constitution that are placed in issue by his Complaint other than he states in II, A (breach of duty) (breach of contract) (discrimination) without stating any basis whatsoever for federal question jurisdiction. Discrimination could be a violation of the Constitution or of a statute but it is only a listing with no specifics given. The Court finds that federal question jurisdiction has not been pled.

Further, in his Complaint he states a simple breach of contract dispute and without diversity jurisdiction this Court has no jurisdiction over a contract dispute.

For the reasons above described the Court finds that pursuant to 28 U.S.C. §1915(d) that this action is without basis and is frivolous and should be DISMISSED pursuant to said section.

NOW, THEREFORE, IT IS HEREBY ORDERED that the above styled and numbered cause be, and the same is, hereby DISMISSED WITHOUT PREJUDICE. Further, the Report and Recommendation [4] of Magistrate Judge Michael T. Parker is MOOT. This case is concluded.

SO ORDERED this the 22nd day of January, 2019.

s/Keith Starrett  
UNITED STATES DISTRICT JUDGE